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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 EDGAR MENDOZA, on behalf of
12 himself and all others similarly
13 situated,

14 Plaintiff,

15 v.

16 XPO LOGISTICS CARTAGE, LLC,
17 dba XPO LOGISTICS, a Delaware
18 Limited Liability Company; XPO
19 LOGISTICS, INC., dba XPO
20 LOGISTICS, a Delaware
21 Corporation; JAVIER MARTIN
22 DEL CAMPO, an Individual; and
23 DOES 1 through 100, inclusive,

24 Defendants.

25 XPO LOGISTICS CARTAGE, LLC,
26 dba XPO LOGISTICS, a Delaware
27 Limited Liability Company,

28 Cross-Complainant,

v.

CASE NO. 2:18-cv-09144 SJO(Ex)

**[PROPOSED] ORDER ON
STIPULATED PROTECTIVE
ORDER REGARDING
CONFIDENTIAL INFORMATION**

Magistrate Judge: Hon. Charles F. Eick
Crtrm: 750

Complaint Filed: July 2, 2018

1 EDGAR MENDOZA, on behalf of
2 himself and all others similarly
3 situated,

4 Cross-Defendants.

1 WHEREAS, Plaintiff and Cross-Defendant Edgar Mendoza ("Plaintiff") and
 2 Defendant and Cross-Complainant XPO Logistics Cartage, LLC dba XPO Logistics
 3 ("XPO" or "Defendant/Cross-Complainant") have determined that certain
 4 information to be produced in this action may contain Confidential Information (as
 5 defined below), the unauthorized disclosure of which could be detrimental to the
 6 legitimate commercial or privacy interests of the parties that produced or designated
 7 this information as confidential or would contravene applicable law;

8 THE PARTIES HEREBY SITPULATE, by and through their respective
 9 counsel of record, to entry of the following protective order as an order of the
 10 above-captioned Court ("Stipulated Protective Order") and propose to the Court as
 11 follows:

12 1. PURPOSES AND LIMITATIONS

13 Discovery in this action potentially involves production of confidential,
 14 proprietary or private information for which special protection from public
 15 disclosure and from use for any purpose other than pursuing this litigation may be
 16 warranted. Accordingly, the parties hereby stipulate to and petition the Court to
 17 enter the following Stipulated Protective Order. The parties acknowledge that this
 18 Order does not confer blanket protections on all disclosures or responses to
 19 discovery and that the protection it affords from public disclosure and use extends
 20 only to the limited information or items that are entitled to confidential treatment
 21 under the applicable legal principles.

22 2. GOOD CAUSE STATEMENT

23 Discovery is likely to involve trade secrets, confidential and proprietary
 24 information concerning XPO's business operations, XPO's contracts and
 25 agreements with customers and drivers, personal information of Plaintiff and other
 26 third party individuals, including personal identifying information such as social
 27 security numbers, customer and pricing lists, and other valuable commercial,
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1 financial, technical and/or proprietary information for which special protection
 2 from public disclosure and from use for any purpose other than prosecution of this
 3 action may be warranted. Such confidential and proprietary materials and
 4 information consist of, among other things, confidential business or financial
 5 information, information regarding confidential business practices, or commercial
 6 information (including information implicating privacy rights of third parties),
 7 information otherwise generally unavailable to the public, or which may be
 8 privileged or otherwise protected from disclosure under state or federal statutes,
 9 court rules, case decisions, or common law. Accordingly, to expedite the flow of
 10 information, to facilitate the prompt resolution of disputes over confidentiality of
 11 discovery materials, to adequately protect information the parties are entitled to
 12 keep confidential, to ensure that the parties are permitted reasonable necessary uses
 13 of such material in preparation for and in the conduct of trial, to address their
 14 handling at the end of the litigation, and to serve the ends of justice, a protective
 15 order for such information is justified in this matter. It is the intent of the parties
 16 that information will not be designated as confidential for tactical reasons and that
 17 nothing be so designated without a good faith belief that it has been maintained in a
 18 confidential, non-public manner, and there is good cause why it should not be part
 19 of the public record of this case.

20 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

21 The parties further acknowledge, as set forth in Section 14.3, below, that this
 22 Stipulated Protective Order does not entitle them to file confidential information
 23 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
 24 and the standards that will be applied when a party seeks permission from the court
 25 to file material under seal. There is a strong presumption that the public has a right
 26 of access to judicial proceedings and records in civil cases. In connection with non-
 27 dispositive motions, good cause must be shown to support a filing under seal. See
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1 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),
 2 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-
 3 Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
 4 stipulated protective orders require good cause showing). A specific showing of
 5 good cause or compelling reasons with proper evidentiary support and legal
 6 justification, must be made with respect to Protected Material that a party seeks to
 7 file under seal. The parties' mere designation of Disclosure or Discovery Material
 8 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 9 ONLY" does not— without the submission of competent evidence by declaration,
 10 establishing that the material sought to be filed under seal qualifies as confidential,
 11 privileged, or otherwise protectable—constitute good cause.

12 Further, if a party requests sealing related to a dispositive motion or trial,
 13 then compelling reasons, not only good cause, for the sealing must be shown, and
 14 the relief sought shall be narrowly tailored to serve the specific interest to be
 15 protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir.
 16 2010). For each item or type of information, document, or thing sought to be filed
 17 or introduced under seal, the party seeking protection must articulate compelling
 18 reasons, supported by specific facts and legal justification, for the requested sealing
 19 order. Again, competent evidence supporting the application to file documents
 20 under seal must be provided by declaration.

21 Any document that is not confidential, privileged, or otherwise protectable in
 22 its entirety will not be filed under seal if the confidential portions can be redacted.
 23 If documents can be redacted, then a redacted version for public viewing, omitting
 24 only the confidential, privileged, or otherwise protectable portions of the document,
 25 shall be filed. Any application that seeks to file documents under seal in their
 26 entirety should include an explanation of why redaction is not feasible.
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1 4. DEFINITIONS

2 4.1 Action: The instant action: *Edgar Mendoza v. XPO Logistics Cartage,*
3 *LLC dba XPO Logistics, et al., 2:18-cv-09144-SJO-Ex.*

4 4.2 Challenging Party: a Party or Non-Party that challenges the
5 designation of information or items under this Order.

6 4.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things in the possession of a
8 Designating Party who believes in good faith that such Information or Items are
9 entitled to confidential treatment.

10 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 4.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY.”

16 4.6 Disclosure or Discovery Material: all items or information, regardless
17 of the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced
19 or generated in disclosures or responses to discovery or testified to during
20 deposition or other proceedings.

21 4.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
23 an expert witness, or expert consultant, in this Action.

24 4.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items: information (regardless of how it is generated, stored or
26 maintained) or tangible things in the possession of a Designating Party who
27 believes in good faith that the Disclosure of such Information or Item to another
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1 Party or Non-Party would create a substantial risk of serious financial or other
2 injury that cannot be avoided by less restrictive means.

3 4.9 House Counsel: attorneys who are employees of a party to this Action.
4 House Counsel does not include Outside Counsel of Record or any other outside
5 counsel.

6 4.10 Non-Party: any natural person, partnership, corporation, association or
7 other legal entity not named as a Party to this Action.

8 4.11 Outside Counsel of Record: attorneys who are not employees of a
9 Party to this Action, but are retained to represent a Party to this Action and have
10 appeared in this Action on behalf of that Party or are affiliated with a law firm that
11 has appeared on behalf of that Party, and includes support staff.

12 4.12 Party: any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 4.14 Professional Vendors: persons or entities that provide litigation
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 4.14 Protected Material: any Disclosure or Discovery Material that is
22 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
23 ATTORNEYS' EYES ONLY."

24 4.15 Receiving Party: a Party that receives Disclosure or Discovery
25 Material from a Producing Party.

26 5. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
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Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge and other applicable authorities. This Order does not govern the use of Protected Material at trial.

6. DESIGNATING PROTECTED MATERIAL

6.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Stipulated Protective Order as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” must take care to limit any such designations to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Designations with a higher confidentiality level when a lower level would suffice are prohibited.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection do not qualify for protection or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all

1 other Parties that it is withdrawing the inapplicable designation.

2 6.2 Manner and Timing of Designations. Except as otherwise provided in
3 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material
4 that qualifies for protection under this Order must be clearly so designated before
5 the material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the applicable legend
10 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
11 ONLY" (hereinafter "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"
12 legend), to each page that contains protected material. If only a portion of the
13 material on a page qualifies for protection, the Producing Party also must clearly
14 identify the protected portion(s) (e.g., by making appropriate markings in the
15 margins).

16 A Party or Non-Party that makes original documents available for inspection
17 need not designate them for protection until after the inspecting Party has indicated
18 which documents it would like copied and produced. During the inspection and
19 before the designation, all of the material made available for inspection shall be
20 deemed "HIGHLY CONFIDENTIAL." After the inspecting Party has identified the
21 documents it wants copied and produced, the Producing Party must determine
22 which documents, or portions thereof, qualify for protection under this Order. Then,
23 before producing the specified documents, the Producing Party must affix the
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" legend to each page that
25 contains Protected Material. If only a portion of the material on a page qualifies for
26 protection, the Producing Party also must clearly identify the protected portion(s)
27 (e.g., by making appropriate markings in the margins).
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(b) for testimony given in deposition or other proceeding, the Designating Party shall specify all protected testimony and the level of protection being asserted. In the case of a deposition, the Designating Party may make that designation during the deposition or on the next business day following the deposition. In the case of other proceeding(s), the Designating Party may make that designation during the proceeding or may also invoke, on the record or by written notice to all parties on or before the next business day, a right to have up to 7-days from the date the proceeding transcript is received by the Designating Party to make its designations. In the event there is a motion or hearing deadline for which the proceeding testimony, other than deposition testimony, may be necessary, the Designating Party shall make its designations to the proceeding transcript by 5:00 PST at least three (3) business days before the motion or hearing deadline. The use of a document as an exhibit at a deposition or hearing shall not in any way affect its designation.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

1 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 7.1. Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37-1 et seq.

7 7.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
8 joint stipulation pursuant to Local Rule 37-2.

9 7.4 The burden of persuasion in any such challenge proceeding shall be on
10 the Designating Party. Frivolous challenges, and those made for an improper
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
12 parties) may expose the Challenging Party to sanctions. Unless the Designating
13 Party has waived or withdrawn the confidentiality designation, all parties shall
14 continue to afford the material in question the level of protection to which it is
15 entitled under the Producing Party's designation until the Court rules on the
16 challenge.

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18 8. ACCESS TO AND USE OF PROTECTED MATERIAL

19 8.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action has been terminated, a
24 Receiving Party must comply with the provisions of Section 14 below (FINAL
25 DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a
27 location and in a secure manner that ensures that access is limited to the persons
28 authorized under this Order.

1 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 "CONFIDENTIAL" only to:

5 (a) the Receiving Party's Outside Counsel of Record in this Action,
6 as well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House
9 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
10 Action;

11 (c) Experts (as defined in this Order) of the Receiving Party to
12 whom disclosure is reasonably necessary for this Action and who have signed the
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (d) the Court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and
17 Professional Vendors to whom disclosure is reasonably necessary for this Action
18 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
19 A);

20 (g) the author or recipient of a document containing the information
21 or a custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses,
23 in the Action to whom disclosure is reasonably necessary provided the witness and
24 the witness's attorney sign the form attached as Exhibit A hereto. Pages of
25 transcribed deposition testimony or exhibits to depositions that reveal Protected
26 Material may be separately bound by the court reporter and may not be disclosed to
27 anyone except as permitted under this Stipulated Protective Order; and
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1 (i) any mediators or settlement officers and their supporting
2 personnel, mutually agreed upon by any of the parties engaged in settlement
3 discussions.

4 8.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS
5 EYES ONLY" Information or Items. Unless permitted in writing by the
6 Designating Party, a Receiving Party may disclose material designated "HIGHLY
7 CONFIDENTIAL – ATTORNEYS EYES ONLY" without further approval only
8 to:

9 (a) the Receiving Party's Outside Counsel of Record in this Action
10 and employees of Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information;

12 (b) the Court and its personnel;

13 (c) court reporters and their staff;

14 (d) professional jury or trial consultants, and professional vendors to
15 whom disclosure is reasonably necessary, and who have signed the
16 Acknowledgment and Agreement to Be Bound (Exhibit A);

17 (e) Experts (as defined in this Order) of the Receiving Party to
18 whom disclosure is reasonably necessary for this Action and who have signed the
19 "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

20 (f) the author or recipient of a document containing the material, or
21 a custodian or other person who otherwise possessed or knew the information.

22 8.4 Procedures for Approving or Objecting to Disclosure of "HIGHLY
23 CONFIDENTIAL – ATTORNEYS EYES ONLY" Material to House Counsel or
24 Experts. Unless agreed to in writing by the designator:

25 (a) A party seeking to disclose to House Counsel any material
26 designated "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY" must first
27 make a written request to the Designating Party providing the full name of the
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1 House Counsel, the city and state of such counsel's residence, and such counsel's
 2 current and reasonably foreseeable future primary job duties and responsibilities in
 3 sufficient detail to determine present or potential involvement in any competitive
 4 decision-making.

5 (b) A Party that makes a request and provides the information
 6 specified in paragraph (a) may disclose the designated material to the identified
 7 House Counsel unless, within seven days of delivering the request, the Party
 8 receives a written objection from the Designating Party providing detailed grounds
 9 for the objection.

10 (d) All challenges to objections from the Designating Party shall
 11 proceed in accordance with Section 7 above.

12 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
 13 PRODUCED IN OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation
 15 that compels disclosure of any information or items designated in this Action as
 16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 17 ONLY," that Party must:

18 (a) promptly notify in writing the Designating Party. Such
 19 notification shall include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or
 21 order to issue in the other litigation that some or all of the material covered by the
 22 subpoena or order is subject to this Stipulated Protective Order. Such notification
 23 shall include a copy of this Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be
 25 pursued by the Designating Party whose Protected Material may be affected. If the
 26 Designating Party timely seeks a protective order, the Party served with the
 27 subpoena or court order shall not produce any information designated in this action
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as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its Protected Material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s Protected Material in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s Protected Material, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party, within fourteen (14) days of receiving the request, that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party, within fourteen (14) days of receiving the request, with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

1 (3) make the information requested available for inspection
2 by the Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this Court
4 within 14 days of receiving the notice and accompanying information, the
5 Receiving Party may produce the Non-Party's Protected Material responsive to the
6 discovery request. If the Non-Party timely seeks a protective order, the Receiving
7 Party shall not produce any information in its possession or control that is subject to
8 the confidentiality agreement with the Non-Party before a determination by the
9 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
10 expense of seeking protection in this Court of its Protected Material.

11 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
13 Protected Material to any person or in any circumstance not authorized under this
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
15 writing the Designating Party of the unauthorized disclosures, (b) use its best
16 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
17 person or persons to whom unauthorized disclosures were made of all the terms of
18 this Order, and (d) request such person or persons to execute the "Acknowledgment
19 an Agreement to Be Bound" attached hereto as Exhibit A.

20 12. INADVERTENT PRODUCTION OF PRIVILEGED OR
21 OTHERWISE PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other
24 protection, the obligations of the Receiving Parties are those set forth in Federal
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
26 whatever procedure may be established in an e-discovery order that provides for
27 production without prior privilege review. Pursuant to Federal Rule of Evidence
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1 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 2 of a communication or information covered by the attorney-client privilege or work
 3 product protection, the Parties may incorporate their agreement in the stipulated
 4 protective order submitted to the court.

5 13. MISCELLANEOUS

6 13.1 Right to Further Relief. Nothing in this Order abridges the rights of
 7 any Party to seek its modification by the Court in the future.

8 13.2 Right to Assert Other Objections. By stipulating to the entry of this
 9 Protective Order, no Party waives any right it otherwise would have to object to
 10 disclosing or producing any information or item on any ground not addressed in
 11 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 12 any ground to use in evidence of any of the material covered by this Protective
 13 Order.

14 13.3 Filing Protected Material. A Party that seeks to file under seal any
 15 Protected Material must comply with Local Civil Rule 79-5. Protected Material
 16 may only be filed under seal pursuant to a court order authorizing the sealing of the
 17 specific Protected Material. If a Party's request to file Protected Material under seal
 18 is denied by the court, then the Receiving Party may file the information in the
 19 public record unless otherwise instructed by the court.

20 14. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in Section 4, within 60
 22 days of a written request by the Designating Party, each Receiving Party must
 23 return all Protected Material to the Producing Party or destroy such material. As
 24 used in this subdivision, "all Protected Material" includes all copies, abstracts,
 25 compilations, summaries, and any other format reproducing or capturing any of the
 26 Protected Material. Whether the Protected Material is returned or destroyed, the
 27 Receiving Party must submit a written certification to the Producing Party (and, if
 28 not the same person or entity, to the Designating Party) by the 60-day deadline that

(1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order.

15. VIOLATION

Any violation of this Order may entitle any Party to secure any relief as the Court deems just and appropriate.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

DATED: 12/6/18


HON. CHARLES F. EICK
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for
the Central District of California on _____ [date] in the case of
Edgar Mendoza v. XPO Logistics Cartage, LLC dba XPO Logistics, et al., 2:18-cv-
09144-SJO-Ex.

I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order, and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this Action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____